

# EXHIBIT 8

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
WACO DIVISION

THE TRUSTEES OF PURDUE \*  
UNIVERSITY \* July 11, 2022  
\*  
VS. \*  
\* CIVIL ACTION NO. W-21-CV-727  
STMICROELECTRONICS N.V. \*  
ET AL \*

BEFORE THE HONORABLE ALAN D ALBRIGHT  
DISCOVERY HEARING (via Zoom)

APPEARANCES:

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02:15 1 So for these, unfortunately, as we told  
02:15 2 him and as I think our dispute chart sets forth, we  
02:16 3 don't have any of the documents. We're continuing to  
02:16 4 look, but when you have stuff that's 22-plus years old,  
02:16 5 it's hard.

02:16 6 THE COURT: Mr. Ciccarelli, when a lawyer  
02:16 7 says we produced everything we have, I usually turn to  
02:16 8 the other side and ask what they would like me to do.

02:16 9 MR. SHORE: Your Honor, if that's all  
02:16 10 they have, then they can't prove their invalidity case,  
02:16 11 and I guess there's nothing else we can do. Because  
02:16 12 what they've produced definitely does not invalidate  
02:16 13 anything. You can't even understand it. So okay.

02:16 14 THE COURT: Okay. Now I have in front of  
02:16 15 me -- that exhausts the list I have.

02:16 16 But, Mr. Shore, you just mentioned an  
02:16 17 interrogatory. Is that on a -- maybe on a different  
02:16 18 piece of paper. Let me look. Give me one second.

02:16 19 MR. SHORE: Yeah. There's a different  
02:16 20 dispute chart, Your Honor.

02:16 21 THE COURT: Got it. Here we go. It's  
02:17 22 coming up.

02:17 23 Okay. I'll take up Interrogatory No. 1.

02:17 24 MR. SHORE: In Interrogatory No. 1 we're  
02:17 25 asking for all agreements that are related to or

02:17 1 concerning ST supplying of silicon carbide ST power  
02:17 2 parts, MOSFETs.

02:17 3 They have produced only -- they produced  
02:17 4 two internal agreements between ST NV and ST, Inc. from  
02:17 5 the 1980s. They've also produced four distributor  
02:17 6 agreements with four distributors. That's it.

02:17 7 So they haven't produced any purchase  
02:17 8 orders. They haven't produced any master supply  
02:17 9 agreements of customers. There's not a single  
02:17 10 agreement with customers that has been produced.

02:17 11 So, again, we don't know what the terms  
02:18 12 and conditions of sale are. The reason why this is  
02:18 13 important is many times these agreements or purchase  
02:18 14 orders will have a delivery location. And if that's  
02:18 15 the United States, obviously that's important as to who  
02:18 16 was the importer.

02:18 17 You can also have things about where  
02:18 18 payments are to be made. Are they to be made in the  
02:18 19 United States? To or from the United States? There's  
02:18 20 all kinds of things in these agreements that you can  
02:18 21 use to establish a U.S. sale or a nexus to the United  
02:18 22 States.

02:18 23 It also gives terms and conditions for  
02:18 24 the sale and returns and things like that. These are  
02:18 25 very fundamental agreements.

02:18 1 What we asked them for was to give us, by  
02:18 2 a date certain which we don't have, to ask them to give  
02:18 3 us at least one version of every purchase order with  
02:18 4 every customer, every supply agreement where there is a  
02:18 5 supply agreement with any customer. As well as the  
02:18 6 other -- I think the bigger issue is that we also asked  
02:18 7 them for their agreements with Wolfspeed.

02:19 8 Wolfspeed is another defendant on these  
02:19 9 same patents in North Carolina. Wolfspeed has a  
02:19 10 agreement where they have supplied ST. Well, there's  
02:19 11 one press release saying \$800 million supply agreement  
02:19 12 for silicon carbide wafers, substrates. And another  
02:19 13 one says that agreement has been expanded to  
02:19 14 \$1.5 billion.

02:19 15 So those -- obviously those agreements  
02:19 16 are critically important because they tell us how much  
02:19 17 capacity and forecast ST is buying starting material  
02:19 18 for. So if you go to your supplier and you say I need  
02:19 19 \$1.5 billion worth of starting material, that probably  
02:19 20 means that you're going to use \$1.5 billion of starting  
02:19 21 material to create parts that are probably in the five  
02:19 22 to \$7 billion range of sales.

02:19 23 So we think that those agreements -- any  
02:19 24 agreement concerning their supply of silicon carbide  
02:20 25 MOSFETs should be produced. Including agreements with

02:20 1 Cree/Wolfspeed and agreements with their customers.

02:20 2 And I think Mr. Ciccarelli did agree that  
02:20 3 they would provide example purchase orders. He has not  
02:20 4 agreed -- or at least I think he's -- he's either not  
02:20 5 agreed or says he can't find any agreements with  
02:20 6 customers.

02:20 7 No customer supply agreements. Which is  
02:20 8 very weird in this industry, which I'm very familiar  
02:20 9 with. Because no customer is going to use a supplier  
02:20 10 where they don't have certainty of supply over a  
02:20 11 certain period of time. Because you can't have your  
02:20 12 supply chain be not secure as far as supply.

02:20 13 But to me, this is very simple. We want  
02:20 14 at least one exemplar purchase order for every  
02:20 15 customer. We want any contracts between them and  
02:20 16 customers. And we want their supply agreements with  
02:20 17 Cree/Wolfspeed because that's going to tell us a lot  
02:20 18 about what their forecasts are going forward for future  
02:20 19 sales.

02:21 20 THE COURT: Response?

02:21 21 MR. CICCARELLI: Certainly, Your Honor.

02:21 22 So there's two different issues here and  
02:21 23 if I could break them up that way. One is the  
02:21 24 agreements with the customers which is what the request  
02:21 25 is directed to. And then the other is this agreement

02:21 1 with the suppliers which is not covered. And I'll  
02:21 2 address that second.

02:21 3 Talking about our customer agreements,  
02:21 4 again, we already, as he acknowledges, have given him  
02:21 5 already four agreements with our customers, our  
02:21 6 distributor customers, who were for the accused  
02:21 7 products, the largest, if not -- one of, if not the  
02:21 8 largest customers for these products. So we already  
02:21 9 gave him customer agreements for the products that were  
02:21 10 accused.

02:21 11 What I offered to Mr. Shore is we're now  
02:21 12 broadening out the scope of the discovery to all  
02:21 13 silicon carbide MOSFETs. We're going to get him a  
02:21 14 sales report that identifies all those products sold  
02:21 15 during the damages period. We're going to -- and it's  
02:21 16 also going to identify the customers for those  
02:22 17 products.

02:22 18 We're going to get him contracts, if we  
02:22 19 have them, with those customers. And if we don't have  
02:22 20 a contract with a customer, as Mr. Shore and I were  
02:22 21 discussing, we will get him a purchase order so he can  
02:22 22 see what the purchase orders for that customer  
02:22 23 generally look like.

02:22 24 What we -- what I'd asked Mr. Shore was,  
02:22 25 let's put some kind of cap so we're not running around

02:22 1 chasing the insignificant customers. So I offered to  
02:22 2 get him agreements for the top 99.9 percent of the  
02:22 3 revenue -- customers for the top 99.9 percent of the  
02:22 4 revenue.

02:22 5 So we're agreeing to give him those  
02:22 6 contracts if they exist. And if they -- an agreement  
02:22 7 does not exist, then we'll get him the -- a purchase  
02:22 8 order so he can see what those terms and conditions  
02:22 9 look like.

02:22 10 That's where we are on that. And as soon  
02:22 11 as we generate the sales report, we'll know who the  
02:22 12 customers are and we'll start pulling those agreements  
02:22 13 and get them to Mr. Shore.

02:22 14 MR. SHORE: Your Honor, let me again give  
02:23 15 you a little background information. I'm very familiar  
02:23 16 with this industry. This silicon carbide is a  
02:23 17 replacement technology. It is a relatively new  
02:23 18 technology. It is a technology that is in an -- in  
02:23 19 what we would call an adoption phase. And it can take  
02:23 20 two or three years to get a customer to design your  
02:23 21 product into their end product device.

02:23 22 So during that two to three years that  
02:23 23 you may be working with someone to try to get designed  
02:23 24 into a device, you will supply them samples for very  
02:23 25 low quantities of products, probably in the



02:23 1 .1 percent -- these customers would probably be the  
02:23 2 smallest customers you would have because they are  
02:23 3 buying in small quantities as they qualify your  
02:23 4 products.

02:23 5                   However, once you get the design win, the  
02:23 6 design win can result in hundreds of millions of  
02:23 7 dollars in sales. For example, if you are providing  
02:24 8 Apple with 100 parts that they're buying as samples to  
02:24 9 analyze whether or not they're going into the next  
02:24 10 iPhone or the next iPad or iMac, that is incredibly  
02:24 11 important information to us. Because we can look and  
02:24 12 see, oh, they're supplying small quantities to Apple.  
02:24 13 They're supplying small quantities to Samsung or IBM or  
02:24 14 whoever it might be.

02:24 15                   That is incredibly important information.  
02:24 16 That is critically important information in determining  
02:24 17 how successful their product roll-out is going to be.

02:24 18                   It also allows you to go and subpoena  
02:24 19 those customers or to ask in depositions of ST.  
02:24 20 Because generally when you're giving people samples or  
02:24 21 you're supplying them with samples or low quantities,  
02:24 22 you're doing that with the understanding and knowledge  
02:24 23 that this will lead to a significant piece of business.  
02:24 24 Again, very relevant to the future.

02:24 25                   I don't understand why, if he's going to

02:24 1 run a sales report, why would you cut it off at the  
02:24 2 smallest customers. There's no reason to.

02:24 3 MR. CICCARELLI: Let me --

02:25 4 MR. SHORE: Hang on. Mr. Ciccarelli, can  
02:25 5 you hang on?

02:25 6 So what we're talking about is a report  
02:25 7 from an ERP system where they simply plug in the part  
02:25 8 numbers and they print out a report of all the  
02:25 9 customers, which he's been promising me for two weeks  
02:25 10 which I've seen nothing.

02:25 11 So every single customer should be  
02:25 12 disclosed, because those small customers can often end  
02:25 13 up being the biggest customers you will ever have.

02:25 14 MR. CICCARELLI: Your Honor, what I  
02:25 15 explained to Mr. Shore is the sales report will have  
02:25 16 all sales and all customers. The issue with the limit  
02:25 17 was to avoid chasing down small agreements or purchase  
02:25 18 orders with small clients. But what I also told  
02:25 19 Mr. Shore, and it's reflected in our dispute chart, is  
02:25 20 once he sees the list of all the customers, if there  
02:25 21 are some customers that fall below that threshold that  
02:25 22 he thinks may be relevant, if he sees an Apple on there  
02:25 23 or whatever, I said, come back to us and we'll go get  
02:25 24 that agreement for you.

02:26 25 So it's a nonissue. The report will have

02:26 1 all customers. We're going to get -- we're going to  
02:26 2 pull all the agreements, hopefully down to some  
02:26 3 threshold. And if after he sees them, he needs the  
02:26 4 ones below the threshold, we're willing to go get those  
02:26 5 as well.

02:26 6 THE COURT: Anything else?

02:26 7 MR. SHORE: Just that discovery closes in  
02:26 8 November, and we're taking depositions in Sicily in  
02:26 9 September. And I'm not sure I'm going to have time to  
02:26 10 come back.

02:26 11 THE COURT: I'll be back in a second.

02:26 12 (Pause in proceedings.)

02:28 13 THE COURT: If we can go back on the  
02:28 14 record.

02:28 15 The Court is not going to grant any  
02:28 16 additional relief at this time under Interrogatory  
02:28 17 No. 1.

02:28 18 Mr. Shore, I'm happy to hear from you  
02:28 19 with respect to Interrogatory No. 2.

02:28 20 MR. SHORE: Your Honor, as a  
02:28 21 clarification, you are going to enforce the agreement  
02:28 22 that he made to produce everything related to silicon  
02:28 23 carbide MOSFETs?

02:28 24 THE COURT: He made the agreement. I  
02:28 25 don't think I'm going to need to. If you find he

02:28 1 doesn't, certainly come back to me and I will get  
02:28 2 involved.

02:28 3 MR. SHORE: Okay. And then the only  
02:28 4 other thing I'd ask is that we get some kind of date by  
02:28 5 which this is going to happen, because again, we've  
02:28 6 been waiting for two weeks and we have final  
02:28 7 infringement contentions and other things coming up.  
02:29 8 But...

02:29 9 Okay. Let's -- moving to Interrogatory  
02:29 10 No. 2, they just didn't answer it. Just flat out  
02:29 11 didn't answer it.

02:29 12 They -- the meaning -- we asked for the  
02:29 13 meaning of the letters, numbers and symbols used in the  
02:29 14 product codes. They just didn't answer it.

02:29 15 The approximate date, day, month and year  
02:29 16 each product became available for distribution or sale  
02:29 17 in the United States. They just didn't answer it.

02:29 18 And matching the data sheets to the  
02:29 19 product numbers. They didn't answer it.

02:29 20 So what they did was they gave us a list  
02:29 21 of products that they -- and of course they limited it  
02:29 22 again to only those that share die. So his agreement  
02:29 23 that they're now going to give us for all SiC MOSFETs,  
02:29 24 I would like to make sure that that is somewhere in the  
02:29 25 record that that agreement was made and will be

1 UNITED STATES DISTRICT COURT )  
2 WESTERN DISTRICT OF TEXAS )  
3

4 I, Kristie M. Davis, Official Court Reporter for the  
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9 I certify that the transcript fees and format comply  
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12 Certified to by me this 16th day of July 2022.

13  
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